## **LEASE ASSIGNMENT**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS THAT

COUNTY OF TARRANT

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Harding Company, a Texas corporation, with an office at 13465 Midway Rd, Suite 400, Dallas, Texas 75244 (hereinafter called "Assignor"), for TEN DOLLARS (\$10.00) and other valuable consideration paid by DDJET Limited LLP, a Texas limited liability limited partnership, with an office at 222 Benmar, Houston, Texas 77060 (hereinafter called "Assignee"), the receipt and sufficiency of which are hereby acknowledged, and pursuant to an agreement between Assignor and Assignee, does hereby transfer and assign unto Assignee all right, title and interest in and to Assignor's leasehold interest in and to the oil and gas leases and oil, gas, and mineral leases described on Exhibit A attached hereto and made a part hereof (collectively, the "Leases", individually, the "Lease"); hereinafter the leasehold interests assigned hereunder are referred to as the "Assigned Interest") subject to the reservation set out below.

TO HAVE AND TO HOLD the Assigned Interest unto Assignee and Assignee's successors and assigns forever; provided, however, this assignment is made without warranty of title, either express or implied, except as to claims arising by, through or under Assignor, and is made subject to and in accordance with all the terms and provisions of said Leases and subject to the limitations, exceptions, reservations, covenants and conditions herein set forth:

#### I. RIGHTS RESERVED BY ASSIGNOR

#### A. Overriding Royalties:

<u>Amount</u>: Assignor reserves from each Lease assigned hereunder, an overriding royalty interest equal to:

- 1) On oil, the difference between twenty-five percent of 8/8ths (25% of 8/8ths) and the lessor's royalty under the Lease of that produced and saved from said Lease, delivery of such oil to be made free of all costs and expenses of developing and operating the Lease and all costs of production, to be delivered to Assignor's credit into the pipelines or tanks to which the well or wells may be connected or otherwise as Assignor may from time to time direct. If Assignor elects not to take its overriding royalty on oil in kind, then Assignor shall be paid for such overriding royalty at the market value at the well, free of all costs and expenses in developing and operating the Leases and all costs of production.
- 2) On gas, including casinghead gas or other gaseous substances and the liquid constituents of said gas, produced from and sold (on or off the Lease) or used off the Lease, or for the extraction of gasoline or other products therefrom, the difference between twenty-five percent of 8/8ths (25% of 8/8ths) and the lessor's royalty under the Lease of the market value at the well or wells of gas so produced, sold or utilized free of all costs of developing and operating the Lease and all costs of production.

#### B. Proportionate Reduction.

- 1) If the lessor[s] of any Lease assigned hereby, whether individually in the case of one lessor, or collectively if there are two or more lessors own[s] less than the entire and undivided fee simple mineral estate in the lands covered by such Lease, then the overriding royalty interest reserved hereby to the Assignor in such Lease shall be reduced in the proportion that the lessor[s]' mineral interest in the lands covered by the Lease bears to the entire and undivided fee simple mineral estate in such lands; and/or,
- 2) If Assignor (pursuant to this Assignment) assigns less than the entire undivided leasehold estate granted to the lessee in any Lease assigned hereby, then the overriding royalty interest reserved hereby to Assignor in such Lease shall be reduced in the proportion that the interest hereby assigned in such Lease bears to the entire and undivided leasehold estate.
- C. <u>Price</u>. Notwithstanding anything in this assignment to the contrary, if the price of any substance upon which the overriding royalty interest is payable hereunder is regulated by

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any governmental agency, the market value of such substance for the purpose of computing the overriding royalties shall not exceed the price which a party may lawfully receive.

- D. <u>Taxes.</u> The overriding royalty payments shall be free of all taxes except applicable gross production and severance taxes.
- E. <u>Gas Take in Kind</u>. Assignor reserves the right and option at any time and from time to time to take in kind any of its overriding royalty interest in gas, casinghead gas and liquid constituents. If Assignor so elects, it shall bear all costs incurred in separately taking in kind
- F. Payment. The payment of the overriding royalty interests shall be made on the basis of 100% of the oil and gas produced and sold (on or off the Lease) or used off the Lease. Such payments must be made regardless of whether the Party owning the interest that is subject to the overriding royalty is or is not selling all or any part of its share of the total production; and, regardless of the identity of the purchaser or purchasers of any such production. Such payments shall be made on or before the thirtieth (30<sup>th</sup>) day of the second calendar month after the month of production.
- G. Renewals and Extensions. The overriding royalty interests reserved herein shall apply to any renewal or extension of any of the Leases and to new leases covering acreage, in whole or in part, previously subject to the overriding royalty interests (but the overriding royalty interests shall apply only to the acreage previously subject thereto) that Assignee secures, or cause to be secured, within one (1) year from the expiration of thereof.
- H. <u>Gas Sales</u>. Any sale of gas produced or allocable to the Leases shall be made subject to Assignor's reserved right and election to take its reserved overriding royalty interests in kind and any such overriding royalty interests taken in kind shall be owned and controlled by the Assignor free and clear of any commitment to or obligation under such sale.
- I. Pooling. Assignee shall have the right, without further approval by Assignor, to pool and unitize the overriding royalty interest in the Leases and all the lands affected thereby with other lands or leases to form one or more pooled units in accordance with the provisions of the Leases or any agreement subsequently obtained by the owner of the Leases from the subject lessor with reference to pooling and as to each unit so created, Assignor shall be entitled to receive, in lieu of the overriding royalties reserved herein, the overriding royalties only on that share of production allocated to each of the Leases to which it attaches for the payment of royalty in accordance with the pooling provision thereof or of any other applicable pooling or unitization agreement.
- J. <u>Lease Maintenance.</u> The reservation of the overriding royalty interests shall never be deemed to impose any obligations upon Assignee to conduct any drilling operations whatsoever upon the land covered by the Leases, or land pooled therewith, or to maintain any operations thereafter once begun, or production of oil, gas or other minerals thereafter once established, or to protect the Leases or lands pooled therewith from drainage or to maintain the Leases in effect by payment of delay rental, drilling operations or otherwise. All such activities shall be solely at the discretion of Assignee.
- K. <u>Ingress and Egress</u>. Assignor reserves the right of ingress and egress to and from the Leases for the enjoyment of overriding royalty interests reserved herein at its sole risk, cost and expense, provided that neither the Assignor nor the Assignee shall unreasonably interfere with the enjoyment by the other of its respective rights.

11.

# Assumption of Obligations

Assignee shall comply with and does hereby assume and agree to perform all duties and obligations, whether express or implied, imposed upon Lessee under the Leases from and after the effective date of this assignment. Assignee assumes all lessors' royalties provided for in the Leases.

III.

## Successors and Assigns

The terms and provision hereof shall be covenants running with the land and shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

# Subject to Other Agreements

The Leases are subject to that certain Partnership Agreement of DDJET Limited LLP dated December 15, 2006, by and between Metroplex Barnett Shale LLC, General Partner, and Cinco County Barnett Shale, LLC and Barnett Petrosearch, L.L.C., Limited Partners.

**EXECUTED IN DUPLICATE ORIGINALS**, on the dates set forth below, but effective as of the last date that a party executes this assignment.

	ASSIGNOR:
	HARDING COMPANY
	By: O.W. Nival
	Name: R. W. Harding  Title: President
	Date: 7 - 3 - 9
	ACCIONICE:
	ASSIGNEE:
	DDJET Limited LLP
	by Metroplex Barnett Shale LLC, its General Partner
	its General Faither
	Ву:
	Name: Paul W. Watson Title: Attorney in Fact
	Date: July 4 2008
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THE STATE OF §	
THE STATE OF §  COUNTY OF DALLAS §	
COUNTY OF DALLAS §	
The foregoing instrument was acknown 2008	owledged before me on this 3 x d day, by R. W. Harding, President of Harding Company,
a Texas corporation, on behalf of said corporation	
My Commission Expires Notary Public.	State of Texas VI 10 1 2 2 T PV V2 1
06-01-11 My Commiss	ion Expires Notary Public, State of Texas
Minute.	
THE STATE OF TEXAS §	
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §	
•	1 m
The foregoing instrument was acknown	owledged before me on this day of July
General Partner of DD IET Limited LLP a	for Metroplex Barnett Shale LLC, Texas limited liability limited partnership, on behalf of
said limited liability limited partnership.	CABS MIMOG MADING MIMOG PARTIES SIIP, ON DOMAII OF
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My Commission Expires:	Sorid With
My Commission Expires:	Notary Public State of Texas

#### **EXHIBIT "A"**

Lease No:

TX003-TAR-2051-00

Lessor:

Consuelo Y. Veanueva, a single person

Lessee:

**Harding Company** 

Lease Date:

02/15/2007

Gross Acres: Recording Info:

06/16/2008, Entry D208227933

State:

Texas

0.2063

County:

Tarrant

Legal Description:

0.2063 acres, more or less, in the Mann, W. (William) Survey, Abstract 1010, being Block 2, Lot 12, Richfield Subdivision, Tarrant County, TX, as more fully described in said lease.

Lease No:

TX003-TAR-2067-00

Lessor:

Jessica M. Ross, a single person

Lessee:

Harding Company

Lease Date:

08/26/2006

Gross Acres:

0.1870

Recording Info:

06/19/2008, Entry D208235530

State

Texas

County:

Tarrant

Legal Description:

0.1870 acres, more or less, in the Mann, W. (William) Survey, Abstract 1010, being Block

1, Lot 17, Richfield Subdivision, Tarrant County, TX, as more fully described in said lease.

After Recording Return to: HARDING COMPANY 13465 MIDWAY ROAD, STE. 400 DALLAS, TEXAS 75244 PHONE (214) 361-4292 FAX (214) 750-7351



#### HARDING ENERGY PARTNERS 13465 MIDWAY RD

DALLAS

TX 75244

Submitter: PETROCASA ENERGY-INC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

# <u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

Filed For Registration: 07/15/2008 11:46 AM | Instrument #: D208274869 | LSE 5 PGS \$28.00

D208274869

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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